A condition in a fire insurance policy provided that any change in the interest of the insured other than by death, is valid and not opposed to public policy as in restraint of alienation. *Findlay v. Ins. Co.*, 74 Vt. 211. The purpose of such a provision is to prevent any increase in the risk assumed by the insurer, by decreasing the interest of the insured. *German Ins. Co. v. Gibe*, 59 Ill. App. 614; *Ayres v. Ins. Co.*, 17 Iowa 176. "If by a subsequent decrease in the value of his interest covered by the policy the insured could, upon loss of his diminished interest, recover the value of his original interest, the probability of fire would undoubtedly be greater." *Vance on Insurance*, p. 449. Since the increase in the risk caused the insertion of such a condition, the general rule is that such immaterial changes of interest as do not diminish the value of that interest or increase the risk are expected from the operation of the condition. *Bemis v. Ins. Co.*, 14 Pa. Super. Ct. 528; *Cone v. Ins. Co.*, 139 Iowa 205. In the principal case there was at no time any diminution in the interest of the insured in watching or guarding the property from fire, and hence no increase in the risk, and the case clearly falls within the class of those excepted from the operation of the condition.

LIBEL AND SLANDER—WORDS ACTIONABLE PER SE—DISPARAGEMENT OF TRADE OR BUSINESS—QUALITY OF ARTICLES SOLD.—HOPKINS CHEMICAL CO. V. READ DRUG & CHEMICAL CO., 92 ATL. (MD.) 478.—*Held*, defamatory words concerning one's profession, trade or business are actionable *per se;* but words in disparagement of articles one manufactures or sells are not, unless they also contain an imputation upon the manufacturer.

Words spoken about a person in relation to his business, calculated to injure him in that business, are actionable *per se*. *Arcnivici v. Salant*, 146 N. Y. Supp. 527; *Mengel v. Reading Eagle Co.*, 241 Pa. 367. Thus, falsely to charge a person in business with bankruptcy is libellous *per se*. *Hynds v. Fourteenth Street Store*, 144 N. Y. Supp. 1030. But defamatory words to be actionable *per se* must prejudice the one concerning whom they are published in the special profession or business in which he is actually engaged. *People's N. S. Bank v. Goodwin*, 149 S. W. (Mo. App.) 1148. Hence, words charging a doctor with having stolen land of a certain person are not a slander with reference to his profession so as to be actionable *per se*. *Jones v. Bush*, 131 Ga. 421. Nor is a charge of insolvency actionable *per se* in favor of a school-teacher. *Darling v. Clement*, 69 Vt. 292. But words written of a person's trade or business may be libellous even when they might not be so if spoken of the individual personally, for every publication which as a natural result will cause pecuniary loss to a business man is a libel. *Dobbin v. Chicago, R. I. & P. R. R.*, 138 S. W. (Mo. App.) 682. As to the second point in the holding of the principal case, it has been held that a letter published in a fruit growers' magazine stating that the writer had used plaintiff's remedy for brown rot on peach trees with disastrous results was *not* libellous *per se* since it only related to the quality of article which the plaintiff manufactured and sold. *Dust Sprayer Co. v. Western Fruit Grower*, 126 Mo. App. 139, 103 S. W. 566. To the same effect is *Victor Safe & Lock Co. v. Deright*, 77 C. C. A. (Neb.) 437.